

FILED

MAY 02 2017

IN THE CIRCUIT COURT OF
PEARL RIVER COUNTY, MISSISSIPPI

NANCY FITZPATRICK STOKES CIRCUIT CLERK
BY *[Signature]*
CAUSE NO. 2012-0277H D.C.

IN RE PEARL RIVER COUNTY HOSPITAL

SETTLEMENT ORDER

THE COURT this date having conducted settlement conference between the plaintiff, Pearl River County Hospital and several of the defendants in this cause; the following parties have reached a settlement as follows:

1. PRCH vs. Kingsbridge is settled on the following terms and conditions:
 - C. Kingsbridge will dismiss its lawsuit against Tommie Staten and Pearl River County Hospital.
2. PRCH vs. Mike Boleware is settled in exchange for Mike Boleware testifying as a witness for Pearl River County Hospital and against the remaining parties at the trial in this matter beginning on June 5, 2017 and as may be continued day to day.
3. Kingsbridge counterclaim vs. Mike Boleware is settled for the amount of cash, payable within two weeks of today into the court registry.
4. PRCH vs. Hope Thomley is settled for the cash sum of _____, payable within two weeks of today into the court registry

Upon receipt of the above payments into the court registry and other conditions, the court will cause the received funds to be disbursed to Pearl River County Hospital.

5. Upon receipt and disbursement of the above funds (with the exception of the insurance proceeds, the date of receipt of which cannot be determined at this time), PRCH will dismiss with prejudice all of its claims and counterclaims as they relate to the following defendants only: Kingsbridge, Mike Boleware, and Hope Thomley. Kingsbridge will dismiss with prejudice its claims and/or counterclaim(s) against Mike Boleware, the Hospital, the Hospital's Board of Trustees, and Steve Vaughan.

EXHIBIT

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6. PRCH vs. defendants Wade Walters, Performance Accounts Receivable (PAR), and Performance Capital Leasing (PCL) is settled for the following terms:

A.

B.

- C. Upon receipt of final payment provided for herein, PRCH, Wade Walters, PAR, and PCL shall dismiss with prejudice all claims against one another.

This settlement among the parties constitutes a binding and legally enforceable obligation between the parties and is enforceable in accordance with its terms. The terms and conditions of this settlement shall be kept confidential among all parties hereto under penalty of contempt. Excepted from confidentiality conditions are disclosure by Kingsbridge of the terms and conditions of this settlement to Kingbridge's insurance carriers in association with the insurance coverage action pending in the U.S. District Court for the Southern District of Mississippi.

IT IS ORDERED that this settlement document and the terms and conditions of these settlements shall be placed under seal in the court file.

SO ORDERED AND ACCEPTED this 2nd day of May, A.D., 2017.


CIRCUIT JUDGE